1954 48 K

File No. Agn. Lag. 48 Part I

Legal DEPARTMENT

E. BRANCH

Examined

Subject:— Agn. Lag.

Security of — — — under the Land acquisition Act 1894

P.9 E

(for the subsequent papers please See part II)

File No. Agn. Lag 1/48 pt. 1.

Std. Sec't Slip 21 A

34 E

(K).

CONTENTS.

Legal Department File No. Agn. Leg/48 pt I

Sr. No.	Compilation No.	Subject	Pages.
1)	UR to RD No 3714 16/4/48.	Agreement. The Karnataka Lingayat Education Soty, Belgaum.	1-9.

79 of 1879

Agreement.

An agreement made this the ~~28rd~~ day of ~~March~~ April one thousand nine hundred and forty eight between the Karnatak Lingaya Education Society, Belgaum, a society registered under the ~~Companies Act~~ Societies Registration Act (XXI of 1860), and having its registered office at Belgaum(hereinafter called "the society" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors ~~mfxxh~~ and assigns) of the one part, and the Governor of Bombay of the other part.

(hereinafter called "the Government" which expression shall unless excluded by or repugnant to the context, be deemed to include his successors and assigns).

Whereas the principal objects for which the Society is established are:-

(a) To establish colleges, schools and other educational institutions of various kinds in important places as may be determined from time to time by the society at a meeting of the General Body.

(b) To take over or affiliate Colleges and Schools belonging to or managed by other similar Educational Societies or Local ~~Self~~ Governing Bodies for purposes of management and control.

(c) To spread Education in general and impart instruction in any branch of knowledge, wherever and whenever feasible.

And whereas the Society has applied to the Government ~~of Bombay(hereinafter referred to as "the Government")~~ that the land ~~of~~ bearing Revision S.No.52/6/7/8 of Mari Timmasagar village in ~~Hubli Taluka~~ Dharwar District more particularly described in the Schedule

to as "the said land" should be acquired under the provisions of the Land Acquisition Act, 1894 (1 of 1894)(hereinafter referred to as " the said Act"), ~~for the following purposes, namely :-~~ for constructing buildings quarters for staff and student of the Jagadguru Gangad college of Commerce, Hubli ~~for housing educational institutions which are purely in the interest of public~~.

And whereas the Government, having caused an inquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for constructing ~~the~~ quarters for the staff ~~members~~ and students of the Jagadguru Gangadhar College of Commerce, Hubli, has consented to the provisions of the said Act being put in force in order to acquire the ~~said~~ land for the Society and has pursuant to section 41 of the said Act required ~~the~~ the Society to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Society on the following conditions, namely:-

(1) The Society shall pay to the Government the entire cost, as determined by the Government of the acquisition of the said land, including all compensation, damages, costs, charges, and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or inconnection with any litigation arising out of such acquisition either in the original or Appellate Courts, and including the costs on account of any establishmen

and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed in Government Resolutions, Revenue Department, No.2461/24,dated the 6th March 1925 and 24th November 1925 or any other resolutions which may be issued by the Government hereafter in supersession or modification of the said Resolutions. The monies which shall be payble by the Society under this clause shall be paid by it by the initial deposit with the Collector of Dharwar(hereinafter called "the Collector") of the sum of rupees ~~6,909 As. 6 pies nil~~ six thousand nine hundred and nine Rs.six only(6909-6-0) within seven days after the execution of this agreement and thereafter by payment to the Collector within fourteen days ~~fourteen days~~ after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to time estimate to be required for the purpose of paying or disbursing any compensation , damages, costs, charges or expenses hereinbefore referred to.

(2) On payment of the entire cost of the acquisition of the said land as herein above referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to

the Society at the cost in every respect of the Society so as to vest in the Society subject to the provisions of the Bombay Land Revenue Code, 1879(hereinafter called the "said code") and the ruels made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Society.

(3) The said land when so transferred to and vested in the Society shall be held by the Society as its property to be used only in furtherence of and for purposes for which they are acquired, subject neverthless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said code and the rules made thereunder, and the local fund cess, as the case may be.

(4) The Society shall-

(i) Not use the said land for any purpose other than that for which it is acquired;

(ii) Undertake the work of the construction of the building or buildings required for the quarters for staff and students of Jagadguru Gangadhar College of Commerce forthwith i.e. from the date on which the possession of the land is handed over to the Society and complete the same within four years from the aforesaid date;

(iii) at all times, keep and maintain the said land and the building or the buildings erected thereon in good order and condition to the satisfaction of the Collector;

(iv) maintain all records of the Society properly and supply to the Government punctually such(returns of educational)

83 S 141

statistical and other) information as may from time to time ~~be to time~~ be required by the Government;

(v) manage and conduct the said society in accordance with the rules and regulations for the time being inforce of the Educational Department of the Government;

(vi) not use the said land or ~~any~~ building that may be erected upon it for any purpose which in the opinion of Government is objectionable.

(5) The Society shall, from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the land and any works of the Society upon the said land whether in the course of construction or otherwise, and shall furnish to the Government from time to time on demand correct statements of the ~~xxxxxx~~ monies expended by the Society in the construction of the said works of the Society upon the said land.

(6) In case the said land is not used for the purposes for which it is acquired as herein before recited or is used for any other purpose or in case the Society commits a breach of any other conditions hereof, the said land together with the buildings, if any, erected thereon, shall be liable to resumption by the Government subject, however, to the condition that the amount spent by the Society for the acquisition of the said land or its

value as undeveloped land at the time of resumption, whichever is less(but excluding the cost of value of any improvements made by the Society to the said land or of any structure standing on the said land) shall be paid as compensation to the Society.

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed, unless due notice of the breach complained of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(B) If at any time or times the whole of any part of the said land is required by Government or for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity(as to which matter the society shall accept as final the decision of the Government), the Society/on being thereunto required by the Government in writing shall transfer to the Government the whole part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes and in consideration of such transfer the Government shall ~~take~~ pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferred, including the percentage awarded under section 23(2) of the said Act, together with such amount as may be estimated by the Executive Engineer, Dharwar Division, whose decision in the matter shall be final.

as the costs of the development

development of the said
of the land so transferred, which shall include the value of the date of transfer of any structures standing thereon, and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

(8) All the costs and expenses of and incidential to the preparation and execution of these presents shall be paid by the Society.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE.

District-Dharwar. Taluka-Hubli.
Village.Mari Timmasagar Survey No. 52/6/67/8

Approximate area of the land required 3 Acres.

In witness whereof, ~~Dr. B.S.Jirge~~, the chairman of the Board of Management of the ~~hath for and on behalf of the~~ Karnatak Lingayat Education Society, Belgaum, ~~set his hand~~ and seal of the Society and the Collector of Dharwar hath on behalf of the Governor of Bombay set his hand affixed the seal hereto the day and year first above written.

Signed, sealed and delivered by
~~the chairman, Board of Management, K.L.E.Society, Belgam.~~
In the presence of :-

1. ~~A.S.Adur.~~

2.

Signed, sealed and delivered by
In the presence of :-

2.

DD 79/4/

7459

Legal Department.

The Agreement as executed is in order.

15/4

Offg. Solicitor to Government.

U.R.to R.D.,No.3714 ,dated the 16th April 1948.

MRP.
15/4.

Issued
16/4

15/4

Submitted after issue 10

File in Agn Lag/148

TMP
19/4

Solr. BN 19/4

Agn Lag/148
2017